## **EXHIBIT D**

08-13555-mg Doc 16654-4 Filed 05/06/11 Entered 05/06/11 18:09:00 Exhibit D

October 10, 2008

## VIA DHL

Lehman Brothers Special Financing Inc. c/o Lehman Brothers Inc. Corporate Advisory Division Transaction Management Group 745 Seventh Avenue New York, New York 10019 Attention: Documentation Manager

Telephone: (212) 526-7187 Facsimile: (212) 526-7672

RECEIVED OCT 1 4 2008

Hand

Re:

Supplemental Notice of Early Termination Payments

## Ladies and Gentlemen:

Reference is made to the ISDA Master Agreement, Schedule and Credit Support Annex, each dated as of October 16, 2007 (collectively, the "ISDA Master Documents"), and the Confirmations thereto relating to the Class A-2b Notes (Reference Number - Global Deal ID: 3413451), the Class A-3b Notes (Reference Number - Global Deal ID: 3413464) and the Class A-4b Notes (Reference Number - Global Deal ID: 3413467) (the "Confirmations" and, together with the ISDA Master Documents, the "Swap Agreement"), between Ford Credit Auto Owner Trust 2007-B, as Issuer ("Party B"), and Lehman Brothers Special Financing Inc., as Swap Counterparty ("Party A"). Capitalized terms used herein but not defined herein will have the meanings ascribed thereto in the Swap Agreement.

Pursuant to the original Notice of Early Termination Payments, dated October 6, 2008, Party B notified you of its calculation of the payments on early termination payable under Section 6(e) of the Swap Agreement. Since the date of the original Notice of Early Termination Payments, Party B has incurred additional expenses in connection with the termination of the Swap Agreement and, as set forth in greater detail in Exhibit A attached hereto, Party B has calculated that \$626.26 is payable by Party B to Party A in respect of the early termination of the Swap Agreement. Pursuant to the terms of the Indenture, such termination payments owing to Party A constitute Subordinated Swap Termination Payments and will be payable to Party A on the Payment Date on which funds are available for the payment therefor in accordance with the waterfall provisions set forth in Section 8.02(c) or (e), as applicable, of the Indenture.

Very truly yours,

FORD CREDIT AUTO OWNER TRUST 2007-B

By: FORD MOTOR CREDIT COMPANY LLC, as Administrator

By

Name: Marion B. Harris Title: Assistant Treasurer

EXHIBIT A

## CALCULATION OF PAYMENTS ON EARLY TERMINATION

Market Quotation (per Part 1(k)(ii))	
Firm Offer for Replacement Transactions – Amount to be paid by Party B <sup>(1)</sup> :	\$2,104,399.00
Market Quotation and Second Method (per Section 6(e))	
(A) Settlement Amount plus Unpaid Amounts owing	
to Party B:	\$2,104,399.00
Less	
(B) Unpaid Amounts owing to Party A <sup>(2)</sup> :	\$2,158,389.75
Total:	-\$53,990.75
Absolute value of negative number payable by Party B:	\$53,990.75
Set-off of Section 11 Expenses incurred by Party B	\$53,364.49
Total payable by Party B to Party A	\$626.26

<sup>(1) \$655,804.00</sup> in respect of the Class A-2b Notes, \$1,099,885.00 in respect of the Class A-3b Notes and \$348,710.00 in respect of the Class A-4b Notes.

<sup>\$1,282,655.71</sup> in respect of the Class A-2b Notes, \$726,519.11 in respect of the Class A-3b Notes and \$149,214.93 in respect of the Class A-4b Notes.